

**MURRAY RIVER HORSE TRAILS
ASSUMPTION OF RISK SIGNATURE FORM**

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DESCRIPTION OF ACTIVITIES

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

1. The PARENT/GUARDIAN must disclose any pre-existing medical or other condition that may affect the risk that either the CHILD/MINOR or any other person will suffer injury, loss or damage.
2. The PARENT/GUARDIAN acknowledges that the PROPRIETOR relies on the information provided by the PARENT/GUARDIAN, and the PARENT/GUARDIAN states that all such information is accurate and complete.
3. The PARENT/GUARDIAN acknowledges that horse riding is an inherently dangerous activity. The PARENT/GUARDIAN recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals, especially if they are frightened or hurt, no matter how well trained they are. The remoteness of the areas in which the ride takes place. Sudden and unexpected changes in weather. Physical exertion for which the CHILD/MINOR may not be prepared. Difficulties in evacuation if the CHILD/MINOR is or becomes disabled.
4. The PARENT/GUARDIAN understands and has explained to the CHILD/MINOR the dangers associated with the consumption of alcohol or any mind-altering substance before or during a ride, and the PARENT/GUARDIAN accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
5. The PARENT/GUARDIAN agrees with the PROPRIETOR and has explained to the CHILD/MINOR that they will obey and will comply with all rules and directions made or given by the PROPRIETOR in connection with the ride. In particular, the CHILD/MINOR has been advised to wear an approved helmet at all times during the ride. If a CHILD/MINOR fails to comply with the PROPRIETOR'S rules and/or directions, the CHILD/MINOR will not be permitted to ride or to continue to ride, and no refund will be given.
6. The PARENT/GUARDIAN accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
7. The PARENT/GUARDIAN agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CHILD/MINOR'S failure to comply with the PROPRIETOR'S rules and/or directions.
8. The PARENT/GUARDIAN agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damage suffered by the CHILD/MINOR or by any other person arising from or in connection with the CHILD/MINOR'S participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETOR'S servants or agents. The PARENT/GUARDIAN hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person.
9. To the extent permitted by law, the PARENT/GUARDIAN acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
10. All accidents, injuries, loss or damage must be reported by the CHILD/MINOR to the PROPRIETOR before the CHILD/MINOR leaves the PROPRIETOR'S property.
11. If the CHILD/MINOR suffers any injury or illness, the PARENT/GUARDIAN agrees that the PROPRIETOR may provide evacuation, first-aid and medical treatment at the PARENT/GUARDIAN'S expense, and the PARENT/GUARDIAN'S acceptance of these terms and conditions constitutes the PARENT/GUARDIAN'S consent to such evacuation, first-aid and/or medical treatment.
12. I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED

PRINT NAME OF CHILD/MINOR _____

PRINT ADDRESS OF CHILD/MINOR _____

TELEPHONE _____

RIDER ABILITY LEVEL: Beginner Intermediate Advanced

DOES THE CHILD/MINOR HAVE ANY MEDICAL OR OTHER CONDITION THAT MAY AFFECT THEIR ABILITY TO UNDERTAKE THE ACTIVITIES? Yes No

IF YES, PLEASE DESCRIBE _____

NAME OF PARENT/GUARDIAN: PRINT _____ SIGN _____

Date release signed: _____